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## **PART 5352—SOLICITATION PROVISIONS AND CONTRACT CLAUSES**

### **SUBPART 5352.2—TEXTS OF PROVISIONS AND CLAUSES**

#### **5352.204-9000 Notification of Government Security Activity.**

As prescribed in 5304.404-90, insert the following clause in solicitations and contracts:

##### **NOTIFICATION OF GOVERNMENT SECURITY ACTIVITY (MAY 1996)**

Thirty days before the date contractor operations will begin on base, the contractor shall notify the security police activity shown in the distribution block of the DD Form 254, DOD Contract Security Classification Specification, as to:

- (a) The name, address, and telephone number of this contract company's representative and designated alternate in the U.S. or overseas area, as appropriate;
- (b) The contract number and military contracting command;
- (c) The highest classification category of defense information to which contractor employees will have access;
- (d) The Air Force installations in the U.S. (in overseas areas, identify only the APO number(s)) where the contract work will be performed;
- (e) The date contractor operations will begin on base in the U.S. or in the overseas area;
- (f) The estimated completion date of operations on base in the U.S. or in the overseas area; and
- (g) Any changes to information previously provided under this clause.

This requirement is in addition to visit request procedures contained in DOD 5220.22-M, National Industrial Security Program Operating Manual.

(End of clause)

#### **5352.204-9001 Visitor Group Security Agreements.**

As prescribed in 5304.404-90, insert the following clause in solicitations and contracts:

##### **VISITOR GROUP SECURITY AGREEMENTS (MAY 1996)**

Prior to beginning operations involving classified information on an installation identified on the DD Form 254 where the contractor is not required to have a facility security clearance, the contractor shall enter into a security agreement (or understanding) with the installation commander to ensure that the contractor's security procedures are properly integrated with those of the installation. As a minimum, the agreement shall identify the security actions which will be performed:

- (a) By the installation for the contractor, such as providing storage and classified reproduction facilities, guard services, security forms, security inspections under DOD 5220.22-M, classified mail services, security badges, visitor control, and investigating security incidents; and
- (b) Jointly by the contractor and the installation, such as packaging and addressing classified transmittals, security checks, internal security controls, and implementing emergency procedures to protect classified material.

(End of clause)

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**5352.215-9000 Facility Clearance.**

As prescribed in 5315.408 (b), insert in Section L a provision substantially the same as the following provision:

## FACILITY CLEARANCE (MAY 1996)

The offeror must possess, or acquire prior to award of a contract, a facility clearance equal to the highest classification stated on the Contract Security Classification Specification (DD Form 254) attached to this solicitation.

(End of provision)

**5352.215-9001 Notice of Pre-bid/Pre-proposal Conference.**

As prescribed in 5314.207-90 or 5315.409-90, insert a provision substantially the same as the following provision:

## NOTICE OF PRE-BID/PRE-PROPOSAL CONFERENCE (MAY 1996)

(a) A pre-bid/pre-proposal conference will be conducted at [insert location including full address] on [insert date] at [insert time] for the purpose of answering questions regarding this solicitation.

(b) Submit the names of all attendees (not to exceed [insert number of attendees]) to [insert point of contact name, address, and phone number] prior to [insert date]. This information must be provided in advance in order to ensure access to the military base/conference site and adequate seating for the conference attendees.

(c) Bidders/Offerors are requested to submit questions to the point of contact noted above not later than [insert time and date]. Information provided at this conference shall not qualify the terms and conditions of the solicitation and specifications. Terms of the solicitation and specifications remain unchanged unless the solicitation is amended in writing. If an amendment is issued, normal procedures relating to the acknowledgment and receipt of solicitation amendments shall apply.

(d) A record of the conference shall be made and furnished to all prospective bidders/offerors. The record should include minutes of the meeting, including questions (on a non-attribution basis) and answers.

[End of provision]

*Alternate I* (MAY 1996). If access to classified documents is contemplated, the contracting officer may add substantially the same as the following paragraphs (e) and (f) to the basic provision:

(e) To receive classified documents the recipient must have a security clearance of at least [insert classification] and authorization to act as courier. Security clearance and courier authorization must be on file at the following mailing address:

[insert address of organization responsible for this information]

(f) This conference is [insert classification].

**5352.216-9000 Adjustment for Helium Sale Price Revision.**

As prescribed in 5316.203-4 (a)(2), insert a clause substantially the same as the following clause in solicitations and contracts:

## ADJUSTMENT FOR HELIUM SALE PRICE REVISION (MAY 1996)

Bid/proposed prices are to be based on the sale price of helium appearing in the "Schedule of Prices and Charges" published by the Bureau of Mines that is in effect on the date of issuance of this invitation for bids or request for proposals. Such helium sale price shall be the basis from which any price adjustment will be accomplished. The unit

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price of an item in this bid/offer and any resulting contract is subject to price adjustment upward or downward in accordance with increases or decreases in the helium sale price which appears in the "Schedule of Prices and Charges" published by the Bureau of Mines for sales of helium by U.S. Bureau of Mines. The price adjustment will be applicable in the same quantitative unit as appears in such schedule and shall become effective upon the effective date of the price change as established or the beginning of the contract period, whichever date is later. Price adjustment shall be based on contractor's receipt of helium in [*bulk liquid/bulk gaseous*]. (NOTE: Choose one; failure to indicate form of receipt shall be construed to mean bulk liquid.)

(End of clause)

**5352.216-9001 Awarding Orders Under Multiple Award Contracts.**

As prescribed in 5316.506, insert a clause substantially the same as the following clause in solicitations and contracts:

**AWARDING ORDERS UNDER MULTIPLE AWARD CONTRACTS (MAY 1996)**

(a) All multiple award contractors shall be provided a fair opportunity to be considered for each order in excess of \$2,500 pursuant to the procedures established in this clause, unless the contracting officer determines that:

(1) The agency's need for the services or supplies is of such urgency that providing such opportunity to all such contractors would result in unacceptable delays;

(2) Only one such contractor is capable of providing the services or supplies at the level of quality required because the services or supplies ordered are unique or highly specialized;

(3) The task or delivery order should be issued on a sole source basis in the interest of economy or efficiency because it is a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity pursuant to the procedures in this clause to be considered for the original order; or

(4) It is necessary to place an order to satisfy a minimum guarantee.

(b) Unless the procedures in paragraph (a) are used for awarding individual orders, multiple award contractors will be provided a fair opportunity to be considered for each order using the following procedures:

*[insert Alternate I, Alternate II, or both, as applicable]*

(c) Under the provisions of the Federal Acquisition Streamlining Act of 1994, 10 U.S.C. 2304 (c) (Public Law 103-355), a protest is not authorized in connection with the issuance or proposed issuance of an individual task or delivery order except for a protest on the grounds that the order increases the scope, period, or maximum value of the contract under which the order is issued.

(d) For this contract, the designated task or delivery order ombudsman is [*insert office symbol and telephone number*]. The task or delivery order ombudsman is responsible for reviewing complaints from multiple award contractors and ensuring that all of the contractors are afforded a fair opportunity to be considered for task and delivery orders in excess of \$2,500, consistent with procedures in the contract. However, it is not within the designated task or delivery order contract ombudsman's authority to prevent the issuance of an order or disturb an existing order.

(e) This clause does not guarantee the contractor issuance of any task order or delivery order above the minimum guarantee(s) stated in [*identify clause that stipulates minimum guarantee(s)*] of this contract.

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*Alternate I* (MAY 1996). When the task or delivery order contract is for services or supplies where the description, delivery, and price are pre-established such that contact with the contractors is not required and the only decision is the order quantities, then insert the following paragraph (b), substantially as written, into paragraph (b) of the basic clause:

Orders will use the pre-established descriptions, prices, and schedule information, in conjunction with past performance on previous orders awarded under this contract, to determine the appropriate contractor to receive each order.

*Alternate II* (MAY 1996). When the task or delivery order contract is for services or supplies where the basic contract statement of work is broad and the pricing is less precise, e.g., a list of labor rates, some contact with multiple awardees will be required to ensure fair opportunity and achieve a clear meeting of the minds as to the price and scope of the order. In this case, insert the following paragraph (b), substantially as written, into paragraph (b) of the basic clause:

(1) The Government will request that each multiple award contractor submit their technical and/or managerial approach, if necessary, and cost/price estimate in response to the Government's work statement.

(2) The response may be presented to the Government either orally or in writing.

(3) The Government will issue orders based on an assessment of the insert technical and/or managerial approach, estimated total cost/price, past performance, and list other factors as appropriate in making awards under this paragraph.

(End of clause)

#### **5352.217-9000 Long Lead Limitation of Government Liability.**

As prescribed in 5317.9105, insert the following clause in solicitations and contracts:

##### **LONG LEAD LIMITATION OF GOVERNMENT LIABILITY (MAY 1996)**

(a) In performing this contract, the contractor is not authorized to make expenditures or incur obligations exceeding \$insert dollar amount.

(b) The maximum amount for which the Government shall be liable if this contract is terminated (i.e., costs already incurred and those associated with termination) is \$insert dollar amount.

(c) The contractor shall notify the contracting officer in writing whenever there is reason to believe that, within the next 60 days, the costs expected to be incurred under this contract, when added to all costs previously incurred, will exceed 75 percent of the total amount allotted to the contract by the Government. The notice shall state the estimated amount of additional funds required to continue performance for the specified schedule period, limited by the not-to-exceed contract value.

(d) Sixty days before the end of the specified schedule period, the contractor shall give notice to the contracting officer of the estimated amount of additional funds required to continue long lead contract performance, when the funds will be needed, and any agreed to extension period specified in the Schedule.

(End of clause)

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**5352.223-9000 Elimination of Use of Class I Ozone Depleting Substances (ODS).**

As prescribed in 5323.890-7, insert the following clause in solicitations and contracts:

ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS)  
(MAY 1996)

- (a) It is Air Force policy to preserve mission readiness while minimizing dependency on Class I Ozone Depleting Substances (ODS), and their release into the environment, to help protect the Earth's stratospheric ozone layer.
- (b) Unless a specific waiver has been approved, Air Force procurements:
- (1) May not include any specification, standard, drawing, or other document that requires the use of a Class I ODS in the design, manufacture, test, operation, or maintenance of any system, subsystem, item, component, or process; and
  - (2) May not include any specification, standard, drawing, or other document that establishes a requirement that can only be met by use of a Class I ODS;
- (c) For the purposes of Air Force policy, the following are Class I ODS:
- (1) Halons: 1011, 1202, 1211, 1301, and 2402;
  - (2) Chlorofluorocarbons (CFCs): CFC-11, CFC-12, CFC-13, CFC-111, CFC-112, CFC-113, CFC-114, CFC-115, CFC-211, CFC-212, CFC-213, CFC-214, CFC-215, CFC-216, and CFC-217, and the blends R-500, R-501, R-502, and R-503; and
  - (3) Other Controlled Substances: Carbon Tetrachloride, Methyl Chloroform, and Methyl Bromide.
- (d) The Air Force has reviewed the requirements specified in this contract to reflect this policy. Where considered essential, specific approval has been obtained to require use of the following substances:
- Substance Application/Use Quantity (lbs)  
*[List each Class I ODS, its applications or use  
and the approved quantities. If "None," so state.]*
- (e) To assist the Air Force in implementing this policy, the offeror/contractor is required to notify the contracting officer if any Class I ODS not specifically listed above is required in the performance of this contract.

(End of clause)

**5352.223-9001 Safety and Accident Prevention.**

As prescribed in 5323.9002, insert the following clause in solicitations and contracts:

SAFETY AND ACCIDENT PREVENTION (MAY 1995)

- (a) In performing work under this contract on a Government installation, the contractor shall:
- (1) Conform to the specific safety requirements established by this contract;
  - (2) Comply with the safety rules of the Government installation that concern related activities not directly addressed in this contract;
  - (3) Take all reasonable steps and precautions to prevent accidents and preserve the life and health of contractor and Government personnel performing or in any way coming in contact with the performance of this contract; and

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(4) Take such additional immediate precautions as the contracting officer may reasonably require for safety and accident prevention purposes.

(b) If this contract is performed on an Air Force installation, the Air Force Occupational Safety and Health Standards (AFOSH) developed in accordance with AFI 91-301, Air Force Occupational Safety, Fire Prevention, and Health Program in effect on the date of this contract, apply. If contract performance is on other than an Air Force installation, the contractor shall comply with the safety rules of that Government installation, in effect on the date of this contract.

(c) The contracting officer may, by written order, direct additional AFOSH and safety and accident standards as may be required in the performance of this contract and any adjustments resulting from such direction will be in accordance with the Changes clause of this contract.

(d) Any violation of these safety rules and requirements, unless promptly corrected as directed by the contracting officer, shall be grounds for termination of this contract in accordance with the Default clause of this contract.

(End of clause)

**5352.225-9000 Evidence of Shipment on Foreign Military Sales (FMS) Contracts.**

As prescribed in 5325.7390, insert the following clause in solicitations and contracts:

**EVIDENCE OF SHIPMENT ON FOREIGN MILITARY SALES (FMS)  
CONTRACTS (MAY 1996)**

The contractor shall provide to the payment office evidence of shipment that will consist of both a DD Form 250, Material Inspection and Receiving Report, and the carrier's receipt (e.g., the Commercial Bill of Lading, the Government Bill of Lading, the United States Postal Parcel Service receipt, the United Parcel Service pick-up record, or other carrier pick-up document). The contractor need not submit a DD Form 250, if one is not otherwise required under the contract.

(End of clause)

**5352.232-9000 Remittance Address.**

As prescribed in 5332.908, insert the following clause in Section G:

**REMITTANCE ADDRESS (MAY 1996)**

If the remittance address is different from the mailing address, enter the remittance address below. Failure to provide this information may impact payment.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(End of clause)

**5352.235-9000 Scientific/Technical Information (STINFO).**

As prescribed in 5335.010-90, insert the following clause in solicitations and contracts:

**SCIENTIFIC/TECHNICAL INFORMATION (STINFO) (MAY 1996)**

If not already registered, the contractor shall register for Defense Technical Information Center (DTIC) service by contacting the following:

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Defense Technical Information Center, DTIC/BCS  
8725 John J. Kingman Road, Suite 0944  
Fort Belvoir, VA 22060-6218  
(703) 767-8273

To avoid duplication of effort and conserve scientific and technical resources, the contractor shall search existing sources in DTIC to determine the current state-of-the-art concepts, studies, etc.

(End of clause)

**5352.237-9000 Control and Release of Inspector General Reports.**

As prescribed in 5337.110, insert the following clause in solicitations and contracts:

**CONTROL AND RELEASE OF INSPECTOR GENERAL REPORTS (MAY 1996)**

The contractor shall not release any part of an Air Force or Major Air Force Command Inspector General report without the contracting officer's written permission. The contractor shall promptly forward any Freedom of Information Act (FOIA) request related to an Air Force Inspector General report to the contracting officer for a release determination.

(End of clause)

**5352.242-9000 Contractor Access to Air Force Installations.**

As prescribed in 5342.490-1, insert a clause substantially the same as the following clause in solicitations and contracts:

**CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (MAY 1996)**

(a) The contractor shall obtain base identification and vehicle passes for all contractor personnel who make frequent visits to or perform work on the Air Force installation(s) cited in the contract. Contractor personnel are required to wear or prominently display installation identification badges or contractor-furnished, contractor identification badges while visiting or performing work on the installation.

(b) The contractor shall submit a written request on company letterhead to the contracting officer listing the following: contract number, location of work site, start and stop dates, and names of employees and subcontractor employees needing access to the base. The letter will also specify the individual(s) authorized to sign for a request for base identification credentials or vehicle passes. The contracting officer will endorse the request and forward it to the issuing base pass and registration office or security police for processing. When reporting to the registration office, the authorized contractor individual(s) should provide a valid driver's license, current vehicle registration, valid vehicle insurance certificate, and *[insert any additional requirements to comply with local security procedures]* to obtain a vehicle pass.

(c) During performance of the contract, the contractor shall be responsible for obtaining required identification for newly assigned personnel and for prompt return of credentials and vehicle passes for any employee who no longer requires access to the work site.

(d) When work under this contract requires unescorted entry to controlled or restricted areas, the contractor shall comply with AFI 31-209, the Air Force Resource Protection Program, and AFI 31-501, Personnel Security Program Management, as applicable.

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(e) Upon completion or termination of the contract or expiration of the identification passes, the prime contractor shall ensure that all base identification passes issued to employees and subcontractor employees are returned to the issuing office.

(f) Prior to submitting an invoice for final payment, the prime contractor shall obtain a clearance certification from the issuing office which states all base identification passes have been turned in, accounted for, or transferred to a follow-on contract. This certification shall be submitted to the contracting officer prior to submission of the final invoice for payment.

(g) Failure to comply with these requirements may result in withholding of final payment.

(End of clause)

**5352.251-9000 Use of Government Supply Source for Acquisition of JAN Class S Parts (Fixed-Price).**

As prescribed in 5351.107-90, insert the following clause in solicitations and contracts:

**USE OF GOVERNMENT SUPPLY SOURCE FOR ACQUISITION OF JAN  
CLASS S PARTS (FIXED-PRICE) (MAY 1996) (DEVIATION)**

(a) *Definition.*

“JAN Class S parts” as used in this clause means space-quality military standard electronic parts as described in MIL-S-19500 for semiconductors, MIL-M-38510 for microcircuits, and associated specifications for passive electronic parts.

(b) The contractor is authorized and encouraged to acquire JAN Class S parts in FSC 5961 and 5962 as defined on the enclosed list\* from the Defense Supply Center Columbus (DSCC) using Military Standard Requisitioning and Issue Procedures (MILSTRIP). If the parts are not available from DSCC to meet contractual time requirements or if the contractor intends to acquire the parts from sources other than DSCC, the contractor shall advise the Parts Control Board of the alternate source.

\*JAN Class S NSN List. This list will change from time to time. For most recent version, contact SMC/SDFP, 160 Skynet Street, Suite 2315, El Segundo, CA 90245-4683, (310) 363-2406 or DSN 833-2406.

(c) To use MILSTRIP, the contractor shall obtain a letter of authorization from the acquisition activity which includes the list of parts (including national stock numbers and order quantities) authorized to be ordered through MILSTRIP.

(d) JAN Class S parts obtained from DSCC under this clause shall be considered contractor-furnished material (CFM) since the items are acquired directly by the contractor. The contractor shall retain responsibility for assuring timely delivery of parts to support this contract.

(e) DSCC shall be responsible for reimbursing or replacing any defective part from the operating-stock, provided the defect was not caused by the contractor. Defective DSCC parts shall be reported to DSCC-TE, Dayton, OH 45444, (513) 296-8477.

(f) The contractor shall be responsible for rework, repair, retest, and schedule impacts of defective assemblies or systems caused by parts failures, including those caused by JAN Class S parts acquired from DSCC, in the same manner as if the defective material has been acquired from sources other than DSCC. The Government's liability for parts failure shall not exceed the cost of the JAN Class S part and this limitation of liability shall apply in lieu of any other liability provision of this contract.

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(g) The contractor shall follow AFM 67-1, Volume 1, MILSTRIP Requisitioning Procedures, as specified by the acquisition activity.

(h) The contractor agrees to include a clause substantially the same as this clause, including this paragraph (h), in every subcontract or purchase order issued in performance of this contract, unless it is known that the item purchased does not contain any electronic parts identified in paragraph (b) above.

(i) The contractor shall pay bills from DSCC promptly upon receipt of billings.

(j) The contractor agrees that JAN Class S parts acquired under this clause shall only be used in the performance of this Government contract.

(End of clause)

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